

**SECOND AMENDMENT
TO ADMINISTRATIVE SERVICES ONLY CONTRACT
DATED NOVEMBER 2003
BETWEEN
WISCONSIN GROUP INSURANCE BOARD
AND
CORE, INC., OR ITS SUCCESSOR IN INTEREST
BROADSPIRE SERVICES, INC.**

Reference is hereby made to the Administrative Service Only Contract (the "ASO Contract") effective January 1, 2004 by and between the Wisconsin Group Insurance Board (the "Board") and CORE, INC. ("CORE").

On April 16, 2004, CORE entered into an Asset Purchase Agreement ("APA") to, among other things, sell certain assets used in the operation of the WorkAbility Division of CORE to Broadspire Services, Inc. ("Broadspire"). In connection with such sale, CORE will assign all of its rights and obligations under the ASO Contract to Broadspire. Such assignment will be effective upon the closing of the transactions contemplated by the APA (the "Closing").

In consideration for the Board's agreement to allow Broadspire to be substituted for CORE under the ASO Contract, it is hereby agreed that:

CORE shall continue to faithfully perform its obligations under the ASO Contract through the Closing.

Pursuant to the assignment from CORE to Broadspire, Broadspire will assume all contractual liabilities and obligations under the Agreement regardless of when such liabilities and obligations arose, including, without limitation, liabilities and obligations to the Board, the Department of Employee Trust Funds and the individuals covered by the benefit plans administered under the ASO Contract, as well as liability for liquidated damages and indemnification of the Board or Department of Employee Trust Funds under the terms of the ASO Contract.

Broadspire warrants and represents that it has investigated to its satisfaction all of CORE's actual and potential liabilities under the ASO Contract, including without limitation such liabilities to the Board, the Department of Employee Trust Funds and the individuals covered by the benefit plans administered under the ASO agreement and assumes them all, known and unknown, asserted and unasserted, without reservation. Nothing in this agreement shall prevent Broadspire from entering into a separate agreement for the purpose of securing indemnification from CORE for liabilities arising arising out of CORE's administration prior to the Closing date, but CORE's failure to indemnify Broadspire shall in no way limit Broadspire's liability or obligations to

the Board, the Department of Employee Trust Funds and the individuals covered by the benefit plans administered under the ASO agreement.

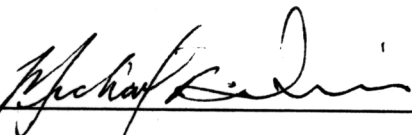
Broadspire agrees to assume of all CORE's risks and responsibilities under the ASO Agreement. Broadspire agrees to be bound by all of CORE's commitments under the ASO Agreement, including but not limited to any existing interpretations of the ASO Agreement already agreed to by CORE.

The ASO Contract is amended, effective at the Closing, to substitute throughout Broadspire for CORE as the CONTRACTOR. Broadspire will notify the Board of the date of the Closing no later than 24 hours after the closing of the transactions contemplated by the APA.

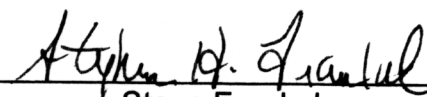
From receipt of notice of the Closing onwards, payments to which CORE would have been entitled under the ASO Contract shall be made to Broadspire.

By their signatures below, the signers represent that they are authorized to enter into this agreement on behalf of their respective principals and to bind the parties to this agreement.

CORE, INC.

BY: 
Name: Michael F. DeSimone
Title: VP of Product
Date: 5-4-04

GROUP INSURANCE BOARD

BY: 
Steve Frankel
Board Chair
Date: 5-10-04

BROADSPIRE SERVICES, INC.

BY: Peg Haennicke

Name: Peg Haennicke

Title: Executive VP

Date: 5-3-04